Acceptance: Vendor's promise of performance or shipment or delivery of the Goods or Vendor's promise of performance or undertaking of performance of the Services, as applicable, shall constitute Vendor's agreement that it will deliver the Goods and/or the Services, in accordance with the Purchase Order and at the price mutually agreed upon by Buyer and Vendor. Vendor agrees to follow the shipping and invoicing instructions issued by Buyer, which instructions are incorporated by reference into the Purchase Order. Acceptance is limited to the terms and conditions hereof and any different or additional terms and conditions, whether or not in Vendor's acknowledgment or in other documents, are hereby rejected and shall be of no force or effect. The purchase order and any related confidentiality agreement executed by the parties shall constitute the entire agreement between the parties. No amendments or modifications shall be made except in writing signed by Buyer and Vendor.

Inspection and rejection: (a) Final inspection of the Goods shall be made by Buyer at the place designated by Buyer. If the Goods or the tender of delivery fails in any respect to conform to specifications or the terms and conditions of the Purchase Order or if the Goods are defective or unsuitable, or do not conform to all warranties implied by law, Buyer at its option may reject any of the Goods, accept all of them, or accept any commercial unit and reject the remainder, and Vendor shall, at its own expense, either repair or replace the nonconforming Goods in accordance with Buyer's instructions. Buyer's expenses for inspection of the Goods found to be nonconforming shall be charged to Vendor or deducted from amounts due Vendor. Buyer's failure to detect nonconformities in the Goods shall not affect Buyer's remedies as to such nonconformities. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities.

(b) If the Services or the tender of delivery fail in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards or if the Services are defective, at Buyer's option, Vendor shall either give to Buyer a full credit or refund of the purchase price of the rejected nonconforming or defective Services or, at its expense, replace the nonconforming or defective Services without any additional charge to Buyer. Buyer's expenses for inspection of the Services found to be nonconforming or defective shall be charged to Vendor. Vendor may, but is not obligated to, assign to Buyer the right by itself or through its assigns to continue to own, receive, sell, use and benefit from the Goods or the Services free of the nonconformities and/or deficiencies in the Goods or the Services shall not affect Buyer's remedies as to such nonconformities and/or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies.

Title and risk of loss: Unless otherwise provided to the contrary in writing by Buyer in the Offer, title to the Goods and risk of loss shall pass to Buyer from Vendor upon acceptance of the Goods by Buyer, subject to paragraph 2(a).

Excess or partial shipments or partial performance: (a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. Such shipment may be returned at Buyer's option to Vendor at Vendor's expense and risk. (Buyer may reject all of the Goods in the whole or portion of the Goods or Vendor, at its expense, shall repair or replace the nonconforming Goods in accordance with Buyer's instructions. Buyer's expenses for inspection of the Goods found to be nonconforming shall be charged to Vendor or deducted from amounts due Vendor. Buyer's failure to detect nonconformities in the Goods shall not affect Buyer's remedies as to such nonconformities. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities.

(b) Buyer may, but it is not obligated to accept or pay for partial performance of any of the Services.

Warranties: Vendor warrants that all the Goods are of merchantable quality and fit for the ordinary purposes for which such Goods are used and Buyer's intended use thereof. Vendor expressly disclaims all warranties, in any form of any warranties implied by law, that the Goods and/or the Services covered hereunder, together with all related packaging, labeling and other material furnished by Vendor: (a) shall be free from defects in workmanship or materials (and from spoilage, in the case of perishable Goods), including, without limitation, such defects as could create a hazard to life or property; (b) shall strictly conform to applicable specifications, instructions, drawings, data, such specifications and/or standards and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health; and (c) shall not infringe or encroach upon Buyer's or third parties' personal, contractual, or proprietary rights.

This Warranty shall survive any inspection, delivery, acceptance or payment by Buyer. This Warranty shall survive any inspection, delivery, acceptance or payment by Buyer.

Patent, trademark, trade name and copyright: Vendor warrants and agrees that the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or use of the Goods or any part thereof shall not infringe upon the United States or foreign patents, trademarks, trademark, service mark, trade name or copyright, and Vendor undertakes to indemnify and hold Buyer and any of Buyer's customers buying, selling, using or receiving the Goods and/or the Services harmless against any claims, judgments, decrees, costs and expenses, including reasonable attorneys' fees, arising with respect to any and all allegations of infringement, whether such claims, liabilities, costs, damages or assessments arise out of, relate to or are imposed by reason of negligence, strict liability, tort, contract, statute, ordinance, regulation, code, rule, or any other theory or remedy. Vendor shall and maintain adequate insurance to cover its liability under the Purchase Order and shall provide copies of the applicable certificate(s) of insurance upon request of Buyer.

Permits, licenses, tariffs and taxes: Unless otherwise expressly agreed in writing, Vendor shall be responsible for and shall pay any and all applicable tariffs or duties imposed upon the Goods or the Services by any governmental entity and shall obtain and pay for any and all export and import licenses or permits necessary for performance of the Purchase Order. If by law, regulation, or other official rule which first becomes effective subsequent to the date of the Purchase Order, there shall be any increase in any tax, duty, surcharge, import fee, or any excision on the Goods hereunder, resale of the Goods, any component thereof, any products fabricated or labored involved in this purchase, or any performance of the Services, including in each case, but not limited to, claims of unfair competition, particularly, but not limited to, claims of violation of equity or common law, or any other theory or remedy. Vendor shall obtain and maintain adequate insurance to cover its liability under the Purchase Order and shall provide copies of the applicable certificate(s) of insurance upon request of Buyer.

Assignments: Neither the Purchase Order nor any rights or obligations hereunder shall be assigned or delegated by Vendor without the prior written consent of Buyer and any attempted assignment or delegation without such consent shall in no event relieve Vendor in whole or in part of its obligations hereunder.

Force majeure: Buyer shall have the right to terminate the Purchase Order, without any liability of any kind to Vendor, at any time upon written notice to Vendor in the event that the Purchase Order is suspended for more than 30 days by reason of force majeure.

Applicable law and jurisdiction: This agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of New Jersey.

Nonwaiver: A failure by either party to enforce at any time any provision hereof shall not constitute a waiver of such provision or of the right of such party thereafter to enforce such provision.

Deduction and set-off: Any sums payable to Vendor arising from any transaction or occurrence hereunder shall be subject to all claims and defenses of Buyer and Buyer may set-off and deduct against any such sums all present and future indebtedness of Vendor to Buyer. Vendor shall provide a copy of the deduction voucher(s) for debts taken by Buyer against Vendor's account as a result of a set-off or deduction in order to have accepted each such deduction unless Vendor, within 30 days following receipt of the deduction voucher, notifies Buyer in writing as to why a deduction should not be made and provides documentation of the same given.

Miscellaneous: All rights granted to Buyer under the Purchase Order shall be in addition to and not in lieu of Buyer's rights arising by operation of law. Any provisions of the Purchase Order which are typewritten or handwritten by Buyer shall supersede any contrary or inconsistent printed provisions. All the terms of the Purchase Order shall apply to all quantities of the Goods and/or additional Services ordered by Buyer except to the extent covered by a new written agreement. The price set forth in the Purchase Order includes the cost of manufacturing, packaging, labeling, storage, carriage and shipping, unless otherwise specified therein. (Buyer specifically rejects any interest, service or late charges.)

Vendor's equal opportunity compliance certificates: In accepting the Purchase Order, Vendor certifies its compliance with all relevant Executive orders, laws and regulations, the pertinent language of which is hereby incorporated by reference. Vendor complies with all specific qualifications, if any, found in E.O. 11246, Section 503 of the Rehabilitation Act of 1973, and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974.